

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

BPO NO: 001B3400274

PRINT DATE: 11/26/13

PAGE: 01

### SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

**VENDOR ID:** 1371383283  
DIMENSIONAL PRODUCTS INC  
2601 EMORY ROAD  
BUILDING 7  
FINKSBURG, MD 21048  
(410 ) 861-8654

### REFER QUESTIONS TO:

CHRISTINE VASILIAU  
(410 ) 767-4281  
CHRISTINE.VASILIAU@MARYLAND.GOV

### ITB:

**EXPR DATE:** 02/28/14  
**POST DATE:** 12/06/12

**DISCOUNT TERMS:** .  
**CONTRACT AMOUNT:**

NET 30 DAY  
.00

### TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

VENDOR TELEPHONE NUMBER: 1-(410) 861-8654

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AGENCY CONTRACT  
FOR

VEHICLE IMPACT ATTENUATORS  
\*\*\*\*\*

SCOPE OF CONTRACT: THE REQUIREMENTS OF CONTRACT FOR SUPPLYING IN THE MARYLAND TRANSPORTATION AUTHORITY, STATE HIGHWAY ADMINISTRATION, OTHER STATE AND LOCAL MUNICIPAL AUTHORITIES WITH THEIR NEEDS FOR VEHICLE IMPACT EQUIPMENT FOR THE PERIOD SPECIFIED.

FINAL RENEWAL OPTION. CONTRACT PERIOD: DECEMBER 1, 2012 THRU NOVEMBER 30, 2013 (1 YR) .

CONTRACT REQUIREMENTS: QUANTITIES ARE ESTIMATES ONLY AND ARE NOT CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE. USAGE WILL BE FOR THE ACTUAL REQUIREMENTS OF THE STATE AND MAY VARY APPRECIABLY FROM THE ESTIMATE QUANTITIES. VENDOR MUST MAINTAIN A SUFFICIENT INVENTORY TO FULFILL THE MINIMUM ORDERING REQUIREMENTS OF ANY AGENCY FROM THIS CONTRACT.

BASIS OF AWARD WILL BE MADE TO THE RESPONSIVE AND RESPONSIBLE BIDDER ON A LINE BY LINE, LOT OR IN THE BEST INTEREST OF THE STATE OF MARYLAND.

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### TERMS (cont'd):

TESTING: THE VEHICLE MOUNTED IMPACT ATTENUATOR AND LIFT MECHANISM SHALL MEET AND EXCEED THE CERTIFIED CRASH TEST NCHRP-350 TEST #50,51, 52 AND 53 AT TEST LEVEL 3. CORROSION TEST METHOD OF SALT SPRAY TEST (24 HRS) ASTM B117-03. ALSO UNIT MUST BE (F.H.W.A) ACCEPTED.

UNIT STRIPPING: WHEN DEPLOYING IN THE DOWN POSITION ALL TRUCK MOUNTED IMPACT ATTENUATORS ARE TO HAVE AN INVERTED "V" CHEVRON PATTERN ALTERNATING HIGH INTENSITY STRIPPING 4" OR 6" WITH NON-REFLECTIVE BLACK. THE COLORS AND WIDTH OF THE STRIPPING IS TO BE SET BY THE STATE GOVERNING AUTHORITY.

EQUIPMENT SPECIAL REQUIREMENTS: THE UNIT CARTRIDGE SHALL HAVE A STANDARD TRAILER LIGHTING SYSTEM, INCLUDING BRAKE LIGHTS, TAILLIGHTS AND TWO (2) THREE BAR LIGHTS FOR DEPLOYED AND TRAVEL POSITIONS. UNITS SHALL BE OUTFITTED WITH A QUICK DISCONNECT PLUG FOR BOTH ELECTRICAL WIRING AND POWER CONNECTION TO THE LIFT MECHANISM SAEJ590.

PURCHASING CARD PROCUREMENT: THE STATE OF MARYLAND PURCHASING CARD MUST BE ACCEPTED FOR PURCHASES MADE AGAINST THIS CONTRACT WITHIN PROCUREMENT OFFICER'S CARD LIMITATIONS OF \$5,000.00.

PRICE ESCALATION CLAUSE: VENDOR MAY REQUEST A PRICE INCREASE ANNUALLY ON THE ANNIVERSARY OF THE AWARD DATE.

DELIVERY: DELIVERY SHALL BE MADE EXPEDIOUSLY AS POSSIBLE, WITHIN FIFTEEN (15) CALENDAR DAYS UPON RECEIPT OF ORDER, F.O.B. DESTINATION FREIGHT PREPAID AND ALLOWED TO THE USING AGENCY THROUGHOUT THE STATE OF MARYLAND. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRANSPORTATION, SHIPPING AND DELIVERY CHARGES.

SPECIAL NOTE: THE RESULTANT AWARD IS TO COVER THE OUTRIGHT PURCHASE OF NEW CURRENT EQUIPMENT UNDER NO CIRCUMSTANCES MAY "DEMOS" OR "USED" EQUIPMENT BE SOLD UNDER THIS CONTRACT. DGS RESERVES THE RIGHT TO ADD OR REMOVE PRODUCTS FROM THE CONTRACT AT ANYTIME TO REFLECT NEW, MORE BENEFICIAL PRODUCTS, REGULATORY RESTRICTIONS OR ENVIRONMENTAL CONCERNS AND/OR IF IT IS DETERMINED TO BE IN THE INTEREST OF THE STATE OF MARYLAND.

CONTRACT TERMINATION: THIS CONTRACT WILL BE TERMINATED IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.

EQUIPMENT RECALL NOTICE: THE CONTRACT MUST IMMEDIATELY NOTIFY DGS AND THE PROCURING ENTITY OF ANY RECALLS PERTAINING TO EQUIPMENT ON CONTRACT OR PURCHASED.

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### TERMS (cont'd):

ENVIRONMENTALLY PREFERABLE PRODUCTS: AS PART OF THE STATES EFFORTS TO REDUCE THE AMOUNT OF WASTE GOING TO LANDFILLS, MINIMIZE THE USE OF TOXIC CHEMICALS AND LESSEN THE STATE'S OVERALL IMPACT ON THE ENVIRONMENT, THIS SOLICITATION ALSO SEEKS TO PROMOTE THE USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS (EPPS) FOR OUTDOOR EQUIPMENT WHEREVER POSSIBLE.

ADDITIONAL USER CLAUSE: PURSUANT TO ARTICLE 41, SECTION 18-291 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN THE (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

1. A COUNTY OR BALTIMORE CITY;
2. A MUNICIPAL CORPORATION;
3. A GOVERNMENTAL AGENCY IN THE STATE;
4. A PUBLIC OR QUASI-PUBLIC AGENCY THAT;  
(I). RECEIVES STATE MONEY; AND  
(II). IS EXEMPT FROM TAXATION UNDER SECTION 501 (C) (3)
5. A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT;  
(I). EITHER HAS BEEN ISSUED A CERTIFICATE OF APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOL, AND  
(II). IS EXEMPT FROM TAXATION UNDER SECTION 501 (C) (3) OF THE INTERNAL REVENUE CODE; OR
6. A NONPUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.

CONTRACT ACCEPTANCE: THE VENDOR WILL BE BOUND TO THE TERMS AND CONDITIONS, STATE OF MARYLAND PROCUREMENT REGULATIONS IN EFFECT AT THE TIME OF SUBMISSION AND IN THE INSTRUCTIONS PROVIDED HEREIN FOR THE DURATION OF THE CONTRACT UNLESS OTHERWISE CANCELED BY THE DEPARTMENT OF GENERAL SERVICES.

REPORT OF CONTRACT PURCHASES: CONTRACTOR SHALL FURNISH USAGE SALES REPORT EVERY SIX (6) MONTHS TO THE USING AGENCY AND THE DGS ADDRESS LISTED BELOW. STATE AGENCY CONTRACT PURCHASES SHALL BE REPORTED NO LATER THAN THE TENTH OF THE MONTH FOLLOWING THE END OF EACH SIX MONTH PERIOD TO INCLUDE CREDIT CARD PURCHASES. REPORT SHALL BE SENT TO:

DEPARTMENT OF GENERAL SERVICES  
OFFICE OF PROCUREMENT & LOGISTICS  
ATTN: WALTER JOHNSON  
301 W. PRESTON STREET, ROOM M-3  
BALTIMORE, MARYLAND 21201

OPEN MARKET CLAUSE: THE USING AGENCY MAY PURCHASE ON THE OPEN MARKET

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### TERMS (cont'd):

THE ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN THE CASE OF FAILURE BY THE VENDOR TO PROVIDE PRODUCT. VENDOR WILL BE CHARGED THE DIFFERENCE BETWEEN THE CONTRACT PRICE AND THE PURCHASE PRICE FROM ANOTHER VENDOR TO MEET THE NEED.

ORDER PROCEDURE: USING AGENCIES SHALL ISSUE A HARD COPY PURCHASE ORDER SHOWING BILL TO AND SHIP TO ADDRESS TO THE VENDOR FOR INVENTORY COMMODITIES BY THIS CONTRACT. THIS CONTRACT SHALL BE FOR THE ACTUAL NEEDS OF THE USING AGENCY AND MAY VARY APPRECIABLY FROM THE STATE ESTIMATE. RELEASE SHALL BE MADE BY THE USING AUTHORITY ON AN "AS-REQUIRED" BASIS.

TAX PAYMENT: THE ARTICLE HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAX BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

WARRANTY: NORMAL WEAR AND TEAR ITEMS SHALL BE WARRANTED IN ACCORDANCE WITH MANUFACTURER'S STANDARD WARRANTY. AT THE TIME OF BID OPENING PRODUCT OFFERED MUST MEET ALL REQUIREMENTS OF THIS SOLICITATION INCLUDING FULL COMMERCIAL WARRANTY SHALL BE HONORED BY ALL AUTHORIZED MANUFACTURER'S DEALERS IN THE STATE OF MARYLAND. THE WARRANTY PERIOD FOR ALL COVERAGE BEING ON THE DATE EQUIPMENT IS ACCEPTED. AGENCY SHALL BE RESPONSIBLE FOR SCHEDULING IN HOUSE WARRANTY REPAIRS OR DELIVERING OF EQUIPMENT TO THE NEAREST MANUFACTURER AUTHORIZED DEALER. THE QUOTATION WAS SUBMITTED WITH THE UNDERSTANDING THAT THE VENDOR SHALL COMPLY WITH ALL FEDERAL AND STATE OSHA REGULATIONS, STATE OF MARYLAND PROCUREMENT REGULATIONS IN EFFECT AT THE TIME OF SUBMISSION AND THE INSTRUCTIONS PROVIDED HEREIN. DEFECTIVE EQUIPMENT SHALL BE REPLACED BY THE VENDOR IMMEDIATELY FREE OF CHARGE TO THE PURCHASING AGENCY.

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	55042	EA	15,919.0000

TRUCK MOUNTED IMPACT ATTENUATOR U-MAD 100K "APPROVED MODEL ONLY NO  
SUBSTITUTE"

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0002	55042	EA	3,915.0000
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TAILGATE HITCH MOUNT UNIT FOR U-MAD 100K

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0003	55042	EA	2,175.0000
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INSTALLATION OF TMA UNIT U-MAD 100K

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END OF ITEM LIST

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BILLING: VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS  
ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.  
INVOICES ARE TO BE SUBMITTED DIRECTLY TO THE ORDERING AGENCY  
REFLECTING THE BLANKET PURCHASE ORDER NUMBER, THE AGENCY, PO NUMBER,  
QUANTITY, ITEM, UNIT PRICE, DISCOUNT, EXTENDED PRICE AND INVOICE  
TOTAL.

ALL PRODUCTS USED IN PACKING, TO CUSHION AND PROTECT DURING THE  
SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, RECYCLABLE AND/OR  
BIODEGRADABLE MATERIALS.

CONTRACT WARRANTS THAT THE CONTRACTOR SHALL COMPLY WITH COMAR 21.11.08  
DRUG AND ALCOHOL FREE WORKPLACE AND THAT THE CONTRACTOR SHALL REMAIN  
IN COMPLIANCE THROUGHOUT THE TERM OF THIS PURCHASE ORDER.

STATE VENDOR FEDERAL IDENTIFICATION NUMBER: 37-1383283

STATE VENDOR TELEPHONE NUMBER: 1-(410) 861-8654

STATE VENDOR CONTACT PERSON: CATHY WOLFSON

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AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

BUYER AUTHORIZED DESIGNEE